

**United States District Court  
for the Southern District of NEW YORK**

Case No.: NEW CASE.

<p>In Re Joel A. Horta Suarez;  (Petitioner/Plaintiff/Creditor)  Vs  Wells Fargo Bank, National  Association (Wells Fargo Bank  N.A.);  (Defendant/Debtor)</p>
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**MOTION IN LIEU OF COMPLAINT FOR REGISTRATION OF  
JUDGMENT FOR ENFORCEMENT IN OTHER DISTRICTS.**

Notice is hereby given that Joel A. Horta Suarez, Plaintiff/Petitioner in the above-captioned action, via Optional procedure (See NY Laws Article 54 Section 5406), motions ex parte in lieu of complaint the United States District Court for the Southern District of NEW YORK (SDNY), for the Registration of a Judgment Entitled to Full Faith and Credit; for enforcement in the US District Court for the SDNY jurisdiction.

**Plaintiff/Petitioner moves pursuant to the following provisions:**

- (1) The fact that a Judgment has been entered in the Florida Court for the Eleventh Circuit, entitled to the Full Faith and Credit, within the US Court for the SDNY.
- (2) Plaintiff/Petitioner will file in support of paragraph 1 above; addendum “Notice of Entry of Judgment”.
- (3) Plaintiff will also submit to the US Court for the SDNY the US District Courts form “Clerk Judgment Certification to be Registered in Another District”.
- (4) Plaintiff will also submit Affidavit in support of Judgment by Default.
- (5) Plaintiff/Petitioner further substantiates his request to the US Court for the SDNY pursuant to U.S. Constitution Article IV Section 1; which text reads:  
  
“Full faith and credit shall be given in each state to the public acts, records, and judicial proceedings of every other state.”
- (6) Plaintiff/Petitioner further substantiates his request to the US Court for the SDNY, in relation to Judgment Registration for

Enforcement in other Districts the provisions of 28 U.S. Code §  
1963 - Registration of judgments for enforcement in other districts

(7)Plaintiff/Petitioner further substantiates his request to the US  
Court for the SDNY for registration of judgment for enforcement  
in other districts, the provisions of Fed. R. Civ. Proc. Rule 58 –  
Entering Judgment.

(8)Plaintiff/Petitioner further substantiates his request to the US  
Court for the SDNY in relation to registration of Judgment for  
enforcement in other districts; the provisions of Fed. R. Civ. proc.  
Rule 9 – Pleading Special Matters (.c), (d), and (e).

(9)Plaintiff/Petitioner further substantiates his request to the US  
Court for the SDNY, in relation to registration of Judgment for  
enforcement in other Districts, the provisions of New York Laws  
Civil Practice Law & Rules, Article 54 - Section 5406 - Optional  
procedure.

- **OATH OR AFFIRMATION.**

**I certify under penalty of perjury that the contents of this complaint are true and correct.**

I further certify that I understand the contents of the foregoing motion, that the facts contained in the motion are true and correct, and that I have a reasonable belief that the motion is timely filed. By signing below, I certify to the best of my knowledge, information, and belief that this petition: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rules of Civ. Proc. Rule 11.

**SIGNATURE:**

**I certify under penalty of perjury that the contents of this complaint are true and correct.**

**Date:** 09/02/2023.

Joel Alberto Horta Suarez.

**(Name of Landlord/Attorney).**

Joel A. Horta Suarez.

**(Printed Name).**

Miami, Florida. 33114.

**(Address).**

[hortasuarezjoela@gmail.com](mailto:hortasuarezjoela@gmail.com).

**(E-mail Address).**

**(Fax Number).**

786-530-2082/305-458-8580.

**(Telephone Number).**

Sworn to before me and signed in my presence.

Date: 09/02/2023.

**(Judge's Signature)** .

City and State: \_\_\_\_\_.

**(Printed Name and Title) .**

**STATE OF NEW YORK**

COUNTY OF New York,

Sworn to or affirmed and signed before me on 09/02/2023 by

Joel Alberto Horta Suarez,

\_\_\_\_\_.

CLERK, DEPUTY CLERK or NOTARY  
PUBLIC.

\_\_\_\_\_.

*{Print, type, or stamp commissioned name of  
notary or deputy clerk.}*

\_\_\_\_ Personally known.

X Produced identification

\_\_\_\_ Type of identification produced \_\_\_\_\_

**IF A NON LAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST  
FILL IN THE BLANKS BELOW:**

[fill in all blanks] This form was prepared for the Petitioner.

This form was completed with the assistance of:

*{name of individual}* \_\_\_\_\_.

*{name of business}* \_\_\_\_\_.

*{address}* \_\_\_\_\_.

*{city}*\_\_\_\_\_,*{state}* \_\_\_\_*{zip code}*\_\_\_\_\_,*{telephone number}*\_\_\_\_\_.

**Plaintiff/Creditor Information:**

Joel A. Horta Suarez.

**(Printed Name of Plaintiff)**

Miami, Florida.

FL. 33114.

**(Address)**

hortasuarezjoela@gmail.com

**(E-mail Address)**

786-530-2082.

**(Telephone Number)**

cc: Joel A. Horta Suarez.

**[name of Landlord]**

**Defendant/Debtor Information**

Wells Fargo Bank, National Association (N.A.).

101 N Phillips Ave Sioux Falls, SD 57104.

City and County: Sioux Falls, Minnehaha.

South Dakota. 57104.

**[name and address of Defendant/Debtor/Tenant]**

**United States District Court  
for the Southern District of NEW YORK**

Case No.: NEW CASE.

<p>In Re Joel A. Horta Suarez;  (Petitioner/Plaintiff/Creditor)  Vs  Wells Fargo Bank, National  Association (Wells Fargo Bank  N.A.);  (Defendant/Debtor)</p>
--

**STATEMENT OF DAMAGES.**

**Principal amount sued for:** .....\$ \$3,303,691,460.00 .

**Original Principal Amount:** .....\$ \$1,321,476,580.00 .

**Additional Penalty for Delinquency in the Payment of the**

**Judgment of:** .....\$ 132,147,658.00 .

**Additional Penalty for Default in the Payment of the Judgment**

**of:** .....\$ 198,221,487.00 .



**SUBTOTAL:** .....\$ 1,651,845,730.00.

**Additional Penalty for CRIMINAL DEFAULT; 18 U.S. Code § 3613A; and § 3615; in the Payment of the Judgment of (twice amount):** .....\$ \$3,303,691,460.00.

(See attached CLERK'S CERTIFICATION OF A JUDGMENT TO BE REGISTERED IN ANOTHER DISTRICT; AFFIDAVIT; AND LIEN).

**FOR TOTAL:** \$ 3,303,691,460.00; [Judgment Amount on action captioned above]; that shall bear interest at the Florida Current Judgment Interest Rates, that as of 12/01/2023 is 8.54% Per Annum (<https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>). Starting from 12/14/2022.

**COSTS AND DISBURSEMENTS:**

**Clerk's fee:** .....\$ 110,000,000.00.

**Process Server fee for service:** .....\$ 110,000,000.00.

**Statutory fee:** .....\$ \_\_\_\_\_.

**Total (as of 12/04/2023 (date))**.....\$ 220,000,000.00.

- **OATH OR AFFIRMATION.**

**I certify under penalty of perjury that the contents of this complaint are true and correct.**

I further certify that I understand the contents of the foregoing motion, that the facts contained in the motion are true and correct, and that I have a reasonable belief that the motion is timely filed. By signing below, I certify to the best of my knowledge, information, and belief that this petition: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rules of Civ. Proc. Rule 11.

**SIGNATURE:**

**I certify under penalty of perjury that the contents of this complaint are true and correct.**

**Date:** 12/04/2023.

Joel Alberto Horta Suarez.

**(Name of Landlord/Attorney).**

Joel A. Horta Suarez.

**(Printed Name).**

Miami, Florida. 33114.

**(Address).**

[hortasuarezjoela@gmail.com](mailto:hortasuarezjoela@gmail.com).

**(E-mail Address).**

**(Fax Number).**

786-530-2082/305-458-8580.

**(Telephone Number).**

Sworn to before me and signed in my presence.

Date: 12/04/2023.

**(Judge's Signature)** .

City and State: \_\_\_\_\_.

**(Printed Name and Title) .**

**STATE OF NEW YORK**

COUNTY OF New York,

Sworn to or affirmed and signed before me on 12/04/2023 by

Joel Alberto Horta Suarez,

\_\_\_\_\_.

CLERK, DEPUTY CLERK or NOTARY  
PUBLIC.

\_\_\_\_\_.

*{Print, type, or stamp commissioned name of  
notary or deputy clerk.}*

\_\_\_\_ Personally known.

X Produced identification

\_\_\_\_ Type of identification produced \_\_\_\_\_

**IF A NON LAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST  
FILL IN THE BLANKS BELOW:**

[fill in all blanks] This form was prepared for the Petitioner.

This form was completed with the assistance of:

*{name of individual}* \_\_\_\_\_.

*{name of business}* \_\_\_\_\_.

*{address}* \_\_\_\_\_.

*{city}*\_\_\_\_\_,*{state}* \_\_\_\_*{zip code}*\_\_\_\_\_,*{telephone number}*\_\_\_\_\_.

**Plaintiff/Creditor Information:**

Joel A. Horta Suarez.

**(Printed Name of Plaintiff)**

Miami, Florida.

FL. 33114.

**(Address)**

hortasuarezjoela@gmail.com

**(E-mail Address)**

786-530-2082.

**(Telephone Number)**

cc: Joel A. Horta Suarez.

**[name of Landlord]**

**Defendant/Debtor Information**

Wells Fargo Bank, National Association (N.A.).

101 N Phillips Ave Sioux Falls, SD 57104.

City and County: Sioux Falls, Minnehaha.

South Dakota. 57104.

**[name and address of Defendant/Debtor/Tenant]**

AO 451 (Rev. 12/12) Clerk's Certification of a Judgment to be Registered in Another District  
(Modified)

**IN THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA**

Case No.: 2022-022269-CA-01

In Re Joel A. Horta Suarez;  
  
(Petitioner/Plaintiff/Creditor)  
  
Vs  
  
Wells Fargo Bank, National  
  
Association (Wells Fargo Bank N.A.);  
  
(Defendant/Debtor)

**CLERK'S CERTIFICATION OF A JUDGMENT TO BE  
REGISTERED IN ANOTHER DISTRICT.**

I certify that the attached judgment is a copy of a judgment entered by  
this court on (date) 12/14/2022.

I also certify that, as appears from this court's records, no motion listed  
in Fed. R. App. P. 4(a)(4)(A) is pending before this court, the time for  
appeal has expired, and no appeal has been filed or, if one was filed, it is  
no longer pending.

*CLERK OF COURT*

Date: 12/14/2022

\_\_\_\_\_.

**Signature of Clerk or Deputy Clerk)**  
  
**(Clerk FL Court Eleventh Circuit).**

AO 451 (Rev. 12/12) Clerk's Certification of a Judgment to be Registered in Another District  
(Modified)

**Plaintiff/Creditor Information:**

Joel A. Horta Suarez.

**(Printed Name of Plaintiff)**

Miami, Florida.

FL. 33114.

**(Address)**

hortasuarezjoela@gmail.com

**(E-mail Address)**

786-530-2082.

**(Telephone Number)**

cc: Joel A. Horta Suarez.

**[name of Creditor/Landlord]**

Wells Fargo Bank, National Association (N.A.).

101 N Phillips Ave Sioux Falls, SD 57104.

City and County: Sioux Falls, Minnehaha.

South Dakota. 57104.

**[name and address of Defendant/Debtor/Tenant]**

**IN THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA (FORM 80)**

**AFFIDAVIT OF CLAIMS, RIGHT TO PAYMENT OBLIGATION OR DAMAGES**

IN THE COUNTY COURT, IN AND FOR  
MIAMI DADE COUNTY, FLORIDA  
[insert county in which property is located]

Case No.: 2022-022269-CA-01

Joel A. Horta Suarez;

(Plaintiff/Petitioner)

Vs

Wells Fargo Bank, National  
Association (Wells Fargo Bank N.A.);  
(Defendant)

STATE OF Florida.

COUNTY OF Miami Dade.

**AFFIDAVIT OF DAMAGES**

BEFORE ME, the undersigned authority, personally appeared Joel A. Horta Suarez  
[name] who being first duly sworn, states as follows:

**By signing this affidavit I, we, swear or affirm under penalty of perjury  
that its contents are true and correct.**

1. I am X the Plaintiff or \_\_\_\_ the Plaintiff's agent (check appropriate response) in  
this case and I am authorized to make this affidavit.

2. This affidavit is based on my own personal knowledge.

3. Defendant has possession of the property which is the subject of this action for  
payment on a JUDGMENT, Negotiable Instrument pursuant to Florida Statutes



68.065 Actions to collect worthless payment instruments; attorney fees and collection costs; Florida Statutes Chapter 673 Negotiable Instruments; and equivalent Uniform Commercial Code (U.C.C.) Article 3 U.C.C. - Article 3 - Negotiable Instruments; presented for value of: \$ \$300,000,000.00 (Three Hundred Millions), which has been dishonored.

**3.1.** Pursuant to Florida law, Defendant must have tendered payment in cash of the full amount of the dishonored payment instrument, within 30 days from the receipt of Notice of Wrongful Dishonor of a Properly Payable Instrument, which was sent to Defendant on 11/02/2022; plus a service charge of \$25 if the face value does not exceed \$50, \$30 if the face value exceeds \$50 but does not exceed \$300, \$40 if the face value exceeds \$300, or 5 percent of the face amount of the dishonored instrument, whichever greater; therefore charge service charge of 5% equivalent to \$15,000,000.00 (Fifteen Million dollars and zero cents), is applicable, for the total amount due being \$315,000,000.00 (Three Hundred and Fifteen Million dollars and zero cents).

**4.** Defendant has not paid the amount due on the Instrumen since: as of the date of 12/03/2022; Absolute Default [date of payment Tenant has failed to make]; of this Affidavit. (In support of Judgment Entered).

**4.1.** Defendant/Drawee, Wells Fargo Bank N.A., is also liable to Plaintiff and payee of the instrument at issue in this action, in addition to the amount owing upon such payment instrument (as alleged in paragraphs 3 and 3.1 above), for damages of triple the amount so owing in the instrument; Defendant/Drawee's failure to pay the amount owing, in cash, to the payee within 30 days after a written demand for payment therefor, which was sent to Defendant on 11/02/2022; pursuant to Florida

Statutes 68.065 Actions to collect worthless payment instruments; attorney fees and collection costs, (3)(a).

Therefore, an additional charge of \$900,000,000.00 (Nine Hundred Million), applies as Defendant/Drawer (Wells Fargo Bank N.A.) failed to pay the amount due on the presented instrument prior to 12/02/2022.

**5.** \$100,000,000.00 (One Hundred Millions), damages pursuant to Florida Statutes CHAPTER 540 COMMERCIAL DISCRIMINATION, and CHAPTER 542 COMBINATIONS RESTRICTING TRADE OR COMMERCE; 15 U.S. Code Chapter 1 - MONOPOLIES AND COMBINATIONS IN RESTRAINT OF TRADE subsections (1), (2), (3), and (13); and United States Sentencing Commission (USSC) Guidelines.

**6.** Defendant/Drawee, Wells Fargo Bank N.A., is also liable to Plaintiff and payee of the instrument at issue in this action, in addition to the amount owing upon such payment instrument (as alleged in paragraphs 3, 3.1, 4, and 4.1 above), for the judgment or decree rendered, interest at the rate and in the manner described in s. 55.03, which may be added toward the total amount due. Therefore, according to Florida Current Judgment Interest Rates (<https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>); the applicable interest rate on the judgment entered is, for October 1, 2022, Rate Per Annum of 4.75%; with applicable Daily Rate as a Percentage of 0.0130137%; and Daily Rate as a Decimal of 0.000130137. **And 8.54%, as of October 1, 2023.**

**6.1. Therefore;** \$5,476,581.00 (Five Million Four Hundred Seventy-Six Thousand Five Hundred Eighty-One), interest charges amount pursuant to Florida Statutes 68.065 (b); as of the date of this default judgment entry, 12/27/2022, (12/14/2022), from date on which notice of wrongful dishonor of instrument and prospective legal

action was served on Defendant, (11/02/2022); and interest at the rate in accordance with Florida Current Judgment Interest Rates; as of 12/27/2022.

7. \$1,000,000.00 (One Million), Attorneys Fees.

8. Defendant owes Plaintiff \$ \$100,000.00 for cost of collections; [amount of other damages] as alleged in the Complaint.

9. Therefore, Defendant/Drawer, Wells Fargo Bank N.A., owes to Plaintiff:

**FOR TOTAL:** \$1,321,476,580.00 (One Billion Three Hundred Twenty-One Million Four Hundred Seventy-Six Thousand Five Hundred Eighty). As of 12/27/2022; date of entry of Judgment (Actual 12/14/2022).

**Original Principal Amount:** \$1,321,476,580.00.

**Additional Penalty for Delinquency in the Payment of the Judgment of:**  
\$132,147,658.00.

**Additional Penalty for Default in the Payment of the Judgment of:**  
\$198,221,487.00.

**SUBTOTAL:** \$1,651,845,730.00.

**Additional Penalty for CRIMINAL DEFAULT; 18 U.S. Code § 3613A; and § 3615; in the Payment of the Judgment of (twice amount):** \$3,303,691,460.00.

**FOR TOTAL:** \$3,303,691,460.00; [Judgment Amount on action captioned above]; that shall bear interest at the Florida Current Judgment Interest Rates, that as of 11/08/2023 is 8.54% Per Annum

(<https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>).

**NOTIFICATION OF CRIMINAL DEFAULT.** (18 U.S. Code § 3613A; and § 3615).

I, Joel Alberto Horta Suarez, (the “Petitioner, Secured Party, Grantee, and Transferee”) residing or doing business at

Miami, Florida. 33114.

(Street, City, State, and Zip Code), do hereby states that

(a) That the debtor (Wells Fargo Bank N.A.), is indebted or otherwise owes a monetary obligation on Petitioner/Transferor's behalf, out of Judgment in the action captioned above. That the delay in paying by Wells Fargo Bank N.A. Debtor, amounts to **CRIMINAL DEFAULT**, pursuant to 18 U.S. Code § 3615 - Criminal default; and 18 U.S. Code § 3613A; as of 11/08/2023. Said charge after **DELINQUENCY**, payment is more than 30 days late, and **DEFAULT**, payment is more than 90 days late [18 U.S. Code § 3572 - (h) Delinquency; **(i) Default.**)]; as has been recorded previously in this action.

**WHEREFORE**, Petitioner proceeds to certify and acknowledge, as has been stated above in this document, Defendant Wells Fargo Bank N.A. total Monetary Penalty, Obligation, Fine, or Restitution due to Plaintiff as:

**Original Principal Amount:** \$1,321,476,580.00.

**Additional Penalty for Delinquency in the Payment of the Judgment of:**

\$132,147,658.00.

**Additional Penalty for Default in the Payment of the Judgment of:**

\$198,221,487.00.

**Additional Penalty for CRIMINAL DEFAULT;** in the Payment of the Judgment of (twice amount due): \$3,303,691,460.00.

**FOR TOTAL:** \$3,303,691,460.00; [Judgment Amount on action captioned above];

that shall bear interest at the Florida Current Judgment Interest Rates, that as of 11/08/2023 is 8.54% Per Annum

(<https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>).

**Procedure in Imposition of a sentence of Fine, Monetary Penalty including Restitution, and related matters. (18 U.S. Code § 3572 - 18 U.S. Code § 3612)**

**NOTIFICATION OF DELINQUENCY.**

I, Joel Alberto Horta Suarez, (the “Petitioner, Secured Party, Grantee, and Transferee”) residing or doing business at  
Miami, Florida. 33114.

(Street, City, State, and Zip Code), do hereby states that

(a) That the debtor (Wells Fargo Bank N.A.), is indebted or otherwise owes a monetary obligation on Petitioner/Transferor's behalf, out of Judgment in the action captioned above. That the delay by Wells Fargo Bank N.A. Debtor amounts to delinquency, payment is more than 30 days late, and default, payment is more than 90 days late. [18 U.S. Code § 3572 - (h) **Delinquency**; (i) Default.]. See also statutory provisions in connection with an obligation secured by specified collateral (Judgment); (FL Statutes 679.606 Time of default for agricultural lien, as applied to this action Security Interest and Payment Obligation due).

**(a-1) Description of the Property:**

Lawful money of the United States of America, in the form of Judgment:

**FOR TOTAL:** \$1,321,476,580.00 (One Billion Three Hundred Twenty-One Million Four Hundred Seventy-Six Thousand Five Hundred Eighty) Dollars, [Judgment Amount on action captioned above]; and said judgment duly recordable, under the Florida State US Laws and Rules of Civil Procedure, in the office of the Clerk of the County of MIAMI-DADE;  
that shall bear interest at the rate of 3% a year; alternatively at the Florida Current Judgment Interest Rates, that as of 04/26/2023 is 6.58% Per Annum

(<https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>).

**(a-2) Value of the whole Interest (Secured) at issue in relation with Judgment:**

As can be verified by the records and docket of the action captioned above:

**FOR TOTAL: \$1,321,476,580.00 (One Billion Three Hundred Twenty-One Million Four Hundred Seventy-Six Thousand Five Hundred Eighty) Dollars, [Judgment Amount on action captioned above]; plus other reasonable costs of suits, and post-judgment interest, as stated above.**

**(a-3) Time Requirement: More than 30 days** have elapsed since Judgment has been entered as per Plaintiff/Petitioner/Transferee's request; and more than 90 days have elapsed since a Final Judgment demands was entered in the action (Docket entries 42, 43, 38, 39). [18 U.S. Code § 3572 - Imposition of a sentence of fine and related matters; **(h)Delinquency**; (i)Default].

**(a-4) Reason of Secured Party and Transferee for entitlement to the property at issue and mentioned above:**

1. As the records and docket in the action show, Transferor/Petitioner/Plaintiff is entitled to Judgment in the action after a Default, Judgment as a Matter of Law, and Final Judgment have matured in Transferor/Petitioner/Plaintiff's behalf. Such judgment has not been reversed after Defendant's counsel action for removal to the US District Court for the Southern District of Florida (SDFL).
2. As of the date of this document's claim of delinquency, 06/01/2023, Defendant Wells Fargo Bank N.A., is in a **Delinquent** position and furthermore, Default, in relation to payment in satisfaction of the Judgment in the action.

See 18 U.S. Code § 3572 - Imposition of a sentence of fine and related matters;  
(d) Time, Method of Payment, and Related Items.

See also 18 U.S. Code § 3572; **(h)Delinquency**; (i)Default.

3. To the Petitioner/Plaintiff's best knowledge, information, and belief, the property has not been taken for any tax, assessment, or fine pursuant to law.
4. The property has not been taken under an execution or attachment against the plaintiff's property.

**(b)** That the secured party has decided to apply for available Florida and US Laws procedures for Imposition of a Fine, Monetary Penalty, or other obligations including Restitution, and post-default remedies; subject to:

5. **18 U.S. Code § 3572 - Imposition of a sentence of fine and related matters; (d) Time, Method of Payment, and Related Items.**
6. **18 U.S. Code § 3572; (h)Delinquency**; (i)Default.
7. **18 U.S. Code § 3612 - Collection of unpaid fine or restitution (d)Notification of Delinquency.**
8. **18 U.S. Code § 3612 - Collection of unpaid fine or restitution (e)Notification of Default.**
9. **18 U.S. Code § 3612 - Collection of unpaid fine or restitution (g)Penalty for Delinquent Fine.**

Therefore, If a fine or restitution becomes delinquent, the defendant shall pay, as a penalty, an amount equal to 10 percent of the principal amount that is delinquent.

If a fine or restitution becomes in default, the defendant shall pay, as a penalty, an additional amount equal to 15 percent of the principal amount that is in default.

**10. Therefore Defendant Wells Fargo Bank N.A. is liable to Plaintiff Joel A. Horta Suarez, for an additional penalty of:**

\$132,147,658.00 (One Hundred Thirty-two Millions One Hundred Forty-Seven Thousand and Six Hundred Fifty-Eight); as penalty for Delinquency in the payment of the Judgment amount as stated above.

**11. Florida Statutes 679.601 Rights after default;** judicial enforcement; consignor or buyer of accounts, chattel paper, payment intangibles, or promissory notes (U.C.C. § 9-601. RIGHTS AFTER DEFAULT);

**12. Florida Statutes 679.607 Collection and enforcement by secured party** (U.C.C. § 9-607. COLLECTION AND ENFORCEMENT BY SECURED PARTY.), (1)(c), (2), (3), and (4);

**13. Florida Statutes 679.609 Secured party's right to take possession after default** (U.C.C § 9-609), (1)(a), (2)(b);

**14. 679.619 Transfer of record or legal title. and**

**15. 679.608 Application of proceeds of collection or enforcement; liability for deficiency and right to surplus (U.C.C § 9-608) (specially (b)).**

(.c) That, by reason of the exercise of its rights, the Transferee/Petitioner/Plaintiff and secured party has acquired rights in collateral of the Debtor/Defendant, Wells Fargo bank N.A., See Florida Statutes:



55.10 Judgments, orders, and decrees; lien of all, generally; extension of liens; transfer of liens to other security.

55.202 Judgments, orders, and decrees; lien on personal property.

55.205 Effect of judgment lien.

55.07 Judgments; effect of failure to record.

28.222 Clerk to be county recorder.

28.29 Recording of orders and judgments.

(c-1) That in an attempt for efficient, reasonable, and fast settlement, Secured party and as Transferee, moves pursuant to:

1. 679.601 Rights after default; judicial enforcement; consignor or buyer of accounts, chattel paper, payment intangibles, or promissory notes (U.C.C. § 9-601. RIGHTS AFTER DEFAULT;), (1)(a);
2. 679.607 Collection and enforcement by secured party, (1)(a)(b), and (c); and 679.607 (2)(b), and (3); (U.C.C. § 9-607. COLLECTION AND ENFORCEMENT BY SECURED PARTY;
3. Receivership Process and Multilateral Settlement.
4. .

To enter into reasonable negotiation agreements, assignments and granting of rights, Transfer(s) of record(s) or Legal title(s), Warranty Deed(s) or Special Warranty Deed(s), Receivership and Settlement; in the enforcement and satisfaction of said Judgment at issue in the action captioned above, to obtain payments, possession and title, and possession of property; as partial satisfaction of monetary obligation due by Wells Fargo Bank N.A. in said judgment, until obligation due on such judgment is fully recovered by Transferee/Plaintiff/Judgment-Creditor.

**Original Principal Amount:** \$1,321,476,580.00.

**Additional Penalty for Delinquency in the Payment of the Judgment of:**  
\$132,147,658.00.

**FOR TOTAL:** \$1,453,624,238.00; [Judgment Amount on action captioned above];  
that shall bear interest at the rate of 3% a year; alternatively at the Florida Current  
Judgment Interest Rates, that as of 06/01/2023 is 6.58% Per Annum  
(<https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>).  
[es](https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates)).

**NOTIFICATION OF DEFAULT.**

I, Joel Alberto Horta Suarez, (the “Petitioner, Secured Party, Grantee, and Transferee”) residing or doing business at

Miami, Florida. 33114.

(Street, City, State, and Zip Code), do hereby states that

(a) That the debtor (Wells Fargo Bank N.A.), is indebted or otherwise owes a monetary obligation on Petitioner/Transferor's behalf, out of Judgment in the action captioned above. That the delay by Wells Fargo Bank N.A. Debtor amounts to delinquency, payment is more than 30 days late, and **DEFAULT**, payment is more than 90 days late. [18 U.S. Code § 3572 - (h) Delinquency; (i) **Default.**]. See also statutory provisions in connection with an obligation secured by specified collateral (Judgment); (FL Statutes 679.606 Time of default for agricultural lien, as applied to this action Security Interest and Payment Obligation due).

**(a-1) Description of the Property:**

Lawful money of the United States of America, in the form of Judgment:

**FOR TOTAL:** \$1,321,476,580.00 (One Billion Three Hundred Twenty-One Million Four Hundred Seventy-Six Thousand Five Hundred Eighty) Dollars, [Judgment Amount on action captioned above]; and said judgment duly recordable, under the Florida State US Laws and Rules of Civil Procedure, in the office of the Clerk of the County of MIAMI-DADE;  
that shall bear interest at the rate of 3% a year; alternatively at the Florida Current Judgment Interest Rates, that as of 04/26/2023 is 6.58% Per Annum  
(<https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>).

**(a-2) Value of the whole Interest** (Secured) at issue in relation with Judgment:

As can be verified by the records and docket of the action captioned above:

**FOR TOTAL: \$1,321,476,580.00 (One Billion Three Hundred Twenty-One Million Four Hundred Seventy-Six Thousand Five Hundred Eighty) Dollars, [Judgment Amount on action captioned above]; plus other reasonable costs of suits, and post-judgment interest, as stated above.**

**(a-3) Time Requirement:** More than 30 days have elapsed since Judgment has been entered as per Plaintiff/Petitioner/Transferee's request; and **more than 90 days** have elapsed since a Final Judgment demands was entered in the action (Docket entries 42, 43, 38, 39). [18 U.S. Code § 3572 - Imposition of a sentence of fine and related matters; (h)Delinquency; (i)**Default**].

**(a-4) Reason of Secured Party and Transferee for entitlement to the property at issue and mentioned above:**

1. As the records and docket in the action show, Transferor/Petitioner/Plaintiff is entitled to Judgment in the action after a Default, Judgment as a Matter of Law, and Final Judgment have matured in Transferor/Petitioner/Plaintiff's behalf. Such judgment has not been reversed after Defendant's counsel action for removal to the US District Court for the Southern District of Florida (SDFL).
2. As of the date of this document's claim of default, 06/01/2023, Defendant Wells Fargo Bank N.A., is in a delinquent position and furthermore, **DEFAULT**, in relation to payment in satisfaction of the Judgment in the action. See 18 U.S. Code § 3572 - Imposition of a sentence of fine and related matters; (d) Time, Method of Payment, and Related Items. See also 18 U.S. Code § 3572; (h)Delinquency; (i)**Default**.
3. To the Petitioner/Plaintiff's best knowledge, information, and belief, the property has not been taken for any tax, assessment, or fine pursuant to law.

4. The property has not been taken under an execution or attachment against the plaintiff's property.

(b) That the secured party has decided to apply for available Florida and US Laws procedures for Imposition of a Fine, Monetary Penalty, or other obligations including Restitution, and post-default remedies; subject to:

5. **18 U.S. Code § 3572 - Imposition of a sentence of fine and related matters; (d) Time, Method of Payment, and Related Items.**

6. **18 U.S. Code § 3572; (h) Delinquency; (i) Default.**

7. **18 U.S. Code § 3612 - Collection of unpaid fine or restitution (e) Notification of Default.**

8. **18 U.S. Code § 3612 - Collection of unpaid fine or restitution (g) Penalty for Delinquent Fine.**

Therefore, If a fine or restitution becomes in default, the defendant shall pay, as a penalty, an additional amount equal to 15 percent of the principal amount that is in default.

9. **Therefore Defendant Wells Fargo Bank N.A. is liable to Plaintiff Joel A. Horta Suarez, for an additional penalty of:**

\$198,221,487.00 (One Hundred Ninety-Eight Millions Two Hundred Twenty-One Thousand and Four Hundred Eighty-Seven); as penalty for **Default** in the payment of the Judgment amount as stated above.

10. **Florida Statutes 679.601 Rights after default;** judicial enforcement; consignor or buyer of accounts, chattel paper, payment intangibles, or promissory notes (U.C.C. § 9-601. RIGHTS AFTER DEFAULT);

**11. Florida Statutes 679.607 Collection and enforcement by secured party**

(U.C.C. § 9-607. COLLECTION AND ENFORCEMENT BY SECURED PARTY.), (1)(c), (2), (3), and (4);

**12. Florida Statutes 679.609 Secured party's right to take possession after default** (U.C.C § 9-609), (1)(a), (2)(b);

**13.679.619 Transfer of record or legal title. and**

14. 679.608 Application of proceeds of collection or enforcement; liability for deficiency and right to surplus (U.C.C § 9-608) (specially (b)).

(c) That, by reason of the exercise of its rights, the Transferee/Petitioner/Plaintiff and secured party has acquired rights in collateral of the Debtor/Defendant, Wells Fargo bank N.A., See Florida Statutes:

55.10 Judgments, orders, and decrees; lien of all, generally; extension of liens; transfer of liens to other security.

55.202 Judgments, orders, and decrees; lien on personal property.

55.205 Effect of judgment lien.

55.07 Judgments; effect of failure to record.

28.222 Clerk to be county recorder.

28.29 Recording of orders and judgments.

(c-1) That in an attempt for efficient, reasonable, and fast settlement, Secured party and as Transferee, moves pursuant to:

5. 679.601 Rights after default; judicial enforcement; consignor or buyer of accounts, chattel paper, payment intangibles, or promissory notes (U.C.C. § 9-601. RIGHTS AFTER DEFAULT;), (1)(a);

6. 679.607 Collection and enforcement by secured party, (1)(a)(b), and (c); and 679.607 (2)(b), and (3); (U.C.C. § 9-607. COLLECTION AND ENFORCEMENT BY SECURED PARTY;

7. Receivership Process and Multilateral Settlement Procedures.

To enter into reasonable negotiation agreements, assignments and granting of rights, Transfer(s) of record(s) or Legal title(s), Warranty Deed(s) or Special Warranty Deed(s), Receivership and Settlement; in the enforcement and satisfaction of said Judgment at issue in the action captioned above, to obtain payments, possession and title, and possession of property; as partial satisfaction of monetary obligation due by Wells Fargo Bank N.A. in said judgment, until obligation due on such judgment is fully recovered by Transferee/Plaintiff/Judgment-Creditor.

8. .

(d) Finally certify and acknowledge, as has been stated above in this document, Defendant Wells Fargo Bank N.A. total Monetary Penalty, Obligation, Fine, or Restitution due to Plaintiff as:

**Original Principal Amount:** \$1,321,476,580.00.

**Additional Penalty for Delinquency in the Payment of the Judgment of:**  
\$132,147,658.00.

**Additional Penalty for Default in the Payment of the Judgment of:**  
\$198,221,487.00.

**Additional Penalty for CRIMINAL DEFAULT; 18 U.S. Code § 3613A; and § 3615; in the Payment of the Judgment of (twice amount):** \$3,303,691,460.00.

**FOR TOTAL:** \$3,303,691,460.00; [Judgment Amount on action captioned above]; that shall bear interest at the Florida Current Judgment Interest Rates, that as of 11/08/2023 is 8.54% Per Annum

(<https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>).

\_\_\_\_\_  
Name: Joel Alberto Horta Suarez.

Sworn and subscribed before me on 11/08/2023 [date], by

Joel A. Horta Suarez (name), who \_\_\_\_\_ is personally known to me/

X ' produced Florida Driver Licence [document] as identification and who  
took an oath.

\_\_\_\_\_  
CLERK/DEPUTY CLERK

Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

I CERTIFY that I \_\_\_\_\_ mailed, \_\_\_\_\_ faxed and mailed, or \_\_\_\_\_ hand delivered a copy  
of this motion and attached affidavit to the Defendant at  
\_\_\_\_\_ [insert address at which Tenant was served and fax number  
if sent by fax].



- **OATH OR AFFIRMATION.**

**I certify under penalty of perjury that the contents of this complaint are true and correct.**

I further certify that I understand the contents of the foregoing motion, that the facts contained in the motion are true and correct, and that I have a reasonable belief that the motion is timely filed. By signing below, I certify to the best of my knowledge, information, and belief that this petition: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rules of Civ. Proc. Rule 11.

**Signature:**

**Date:** 11/08/2023.

Joel Alberto Horta Suarez.

**Signature of Attorney or unrepresented party**

Joel A. Horta Suarez.

**(Printed Name).**

Miami, Florida.

FL. 33114.

**(Address)**

[hortasuarezjoela@gmail.com](mailto:hortasuarezjoela@gmail.com).

**(E-mail Address)**

\_\_\_\_\_.

**(Fax Number)**

786-530-2082/305-458-8580.

**(Telephone Number)**

Sworn to before me and signed in my presence.

**Date:** 11/08/2023.

\_\_\_\_\_.

**(Judge's Signature)** .

**City and State:** Miami, Florida.

Hon. \_\_\_\_\_.

Circuit Judge: Circuit Civil Division.

**(Printed Name and Title)** .

**STATE OF FLORIDA**

COUNTY OF Miami Dade,

Sworn to or affirmed and signed before me on 11/08/2023 by

Joel Alberto Horta Suarez,

\_\_\_\_\_.

NOTARY PUBLIC or DEPUTY CLERK

\_\_\_\_\_.

*{Print, type, or stamp commissioned name of  
notary or deputy clerk.}*

\_\_\_\_ Personally known.

X Produced identification

\_\_\_\_ Type of identification produced \_\_\_\_\_

**IF A NON LAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST  
FILL IN THE BLANKS BELOW:**

[fill in all blanks] This form was prepared for the Petitioner.

This form was completed with the assistance of:

*{name of individual}* \_\_\_\_\_.

*{name of business}* \_\_\_\_\_.

*{address}* \_\_\_\_\_.

*{city}*\_\_\_\_\_,*{state}* \_\_\_\_*{zip code}*\_\_\_\_\_,*{telephone number}*\_\_\_\_\_.

**Plaintiff/Creditor Information:**

Joel A. Horta Suarez.

**(Printed Name of Plaintiff)**

Miami, Florida.

FL. 33114.

**(Address)**

hortasuarezjoela@gmail.com

**(E-mail Address)**

786-530-2082.

**(Telephone Number)**

cc: Joel A. Horta Suarez.

**[name of Landlord]**

**Defendant/Debtor Information**

Wells Fargo Bank, National Association (N.A.).

101 N Phillips Ave Sioux Falls, SD 57104.

City and County: Sioux Falls, Minnehaha.

South Dakota. 57104.

**[name and address of Defendant/Debtor/Tenant]**